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PATENT

Docket No.: IRDM.128A

DEC 20 2004

CUSTOMER NO. 20995

Applicant : Miles, et al.
U.S. App. No. : 10/606,001
Group Art Unit : 2873
Filed : June 24, 2003
For : THIN FILM PRECURSOR STACK FOR
MEMS MANUFACTURING
Examiner : Hasan, Mohammad A.

CERTIFICATE OF FAX TRANSMISSION

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December 20, 2004


Mark M. Abumeri Reg. No. 43,458

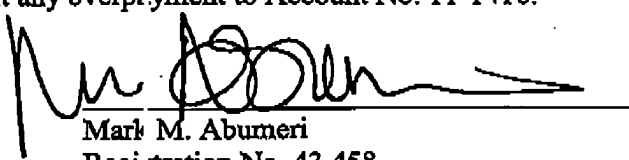
TRANSMITTAL LETTER

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Enclosed for filing please find:

- (X) Establishment of Right of Assignee to Take Action and Revocation and Power of Attorney (2 pages).
- (X) A first assignment executed by Mark W. Miles, Brian J. Gally, and Clarence Chui to Iridigm Display Corporation on June 20, 2003 (2 pages).
- (X) A second assignment executed by Iridigm Display Corporation to IDC, LLC on October 1, 2004 (5 pages).
- (X) The Commissioner is hereby authorized to charge any additional fees which may be required, now or in the future, or credit any overpayment to Account No. 11-1410.


Mark M. Abumeri
Registration No. 43,458
Attorney of Record
Customer No. 20,995
(619) 235-8550

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DEC 20 2004

IRDM.128A

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Mark W. Miles, et a.)
)
U.S. App. No. : 10/606,001)
)
Group Art Unit: 2873)
)
Filed : June 24, 2003)
)
For : THIN FILM PRECURSOR STACK)
FOR MEMS MANUFACTURING)
)
Examiner : Hasan, Mohammed A.)
)
)

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original assignment(s) and/or merger document(s) (hereinafter collectively the "Assignment") of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

U.S. App. No. : 10/606,001
Filed : June 24, 2003

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

IDC, LLC

Dated: November 22, 2004

By: Alfred P. Hildebrand

Name: ALFRED P. HILDEBRAND

Title: PRESIDENT

Address: 2415 Third Street, Suite 235
San Francisco, CA 94107

S:\DOCS\MMA\MMA-9171.DOC\vea\102004

Attorney's Docket No.: 5652P021

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned:

Mark W. Miles; Brian J. Gally; Clarence Chui

hereby sell, assign, and transfer to:

Iridigm Display Corporation

a Corporation of Delaware, having a principal place of business at 2415 Third Street, Suite 235, San Francisco, California 94107 USA ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and improvements that are disclosed in the application for the United States patent that has been executed by the undersigned prior hereto or concurrently herewith on the dates indicated below and is entitled:

Thin Film Precursor Stack For MEMS Manufacturing

and in and to said application and all design, utility, divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said inventions and improvements; and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions and improvements; and in and to all rights of priority from the filing of said United States applications;

agree that said Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all design, utility, divisional, continuing, continuation-in-part, substitute, renewal, reissue, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said inventions and improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or legal representatives in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Each Inventor: Please Sign and Date Below:

06/20/03
Date

Mark W. Miles
Name: Mark W. Miles

06/20/03
Date

Brian J. Gally
Name: Brian J. Gally

6/20/03
Date

Clarence Chui
Name: Clarence Chui

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Assignment Document Return Address:

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, CA 90025-1026
Telephone: (408) 720-8300

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") dated October 1, 2004 (the "Effective Date") is made by IRIDIGM DISPLAY CORPORATION, a Delaware corporation (the "Assignor") to IDC, LLC, a Delaware limited liability company (the "Assignee").

INTRODUCTION

The Assignor has certain ownership interests in the patents and patent applications listed on Exhibit A.

The parties desire to have a recordable instrument assigning from the Assignor to the Assignee all of the Assignor's ownership interests in and to the patents and patent applications listed on Exhibit A and any and all provisionals, continuations, divisions, continuation-in-parts, reissues, reexaminations, extensions, substitutions, and foreign counterparts thereof, including all United States and foreign patents issuing therefrom, and with respect to all European Patent Convention patents and patent applications, including corresponding rights in national patents in any member state in which the European Patent, when granted, is nationalized (all of the foregoing, collectively, the "Patents").

AGREEMENT

NOW, THEREFORE, in accordance with the obligations to assign the Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, the Assignor's entire ownership interest in and to each of the Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. The Assignor agrees that, upon request and without further compensation, and at the expense of the Assignor, the Assignor and the Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world. In the event that Assignor is unable for any reason to secure an Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the

Assignor's behalf and instead of the Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.

3. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Patents to Assignor, its successors and assigns, as the assignee of the entire interest in such Patents.

IRIDIGM DISPLAY CORPORATION

By: 

Name: JOHN BAREN

Title: CHIEF OPERATING OFFICER

EXHIBIT A

August 30, 2004

| Country | Filed | Serial # | Issued | Patent # | Status |
|--|------------|----------------|------------|------------|-----------|
| <u>VISIBLE SPECTRUM MODULATOR ARRAYS</u> | | | | | |
| EPC | 05/01/1995 | 95918880.6 | | | NAT PHASE |
| JAPAN | 05/01/1995 | 7-529030 | | | NAT PHASE |
| UNITED STATES | 05/05/1994 | 08/238,750 | 11/10/1998 | 5,835,255 | ISSUED |
| WIPO | 05/01/1995 | PCT/US95/05358 | | | ABANDONED |
| UNITED STATES | 04/23/1986 | 06/855,166 | | | ABANDONED |
| UNITED STATES | 03/04/1988 | 07/166,744 | | | ABANDONED |
| UNITED STATES | 01/12/1989 | 07/296,896 | | | ABANDONED |
| UNITED STATES | 03/05/1990 | 07/489,794 | | | ABANDONED |
| UNITED STATES | 11/18/1991 | 07/794,819 | | | ABANDONED |
| UNITED STATES | 05/01/1993 | 08/032,711 | | | ABANDONED |
| UNITED STATES | 02/25/2002 | 10/082,397 | | | PENDING |
| <u>INTERFEROMETRIC MODULATION</u> | | | | | |
| JAPAN | 11/06/1996 | 09-518276 | | | PENDING |
| UNITED STATES | 07/31/1996 | 08/688,710 | 03/21/2000 | 6,040,937 | ISSUED |
| UNITED STATES | 01/27/1999 | 09/238,340 | 04/25/2000 | 6,055,090 | ISSUED |
| UNITED STATES | 11/16/1995 | 08/554,630 | | | ABANDONED |
| <u>INTERFEROMETRIC MODULATION OF RADIATION</u> | | | | | |
| UNITED STATES | 12/19/1996 | 08/769,947 | | | ABANDONED |
| UNITED STATES | 10/10/2001 | 09/974,544 | 01/20/2004 | 6,680,792 | ISSUED |
| UNITED STATES | 11/21/2001 | 09/991,378 | | | PENDING |
| UNITED STATES | 02/19/2002 | 10/078,282 | | | PENDING |
| UNITED STATES | 04/07/1999 | 09/966,843 | | | ALLOWED |
| UNITED STATES | 01/05/2004 | NOT ASSIGNED | | | PENDING |
| <u>VISIBLE SPECTRUM MODULATOR ARRAYS</u> | | | | | |
| UNITED STATES | 11/05/1996 | 08/744,253 | 11/05/1996 | 5,986,796 | ISSUED |
| UNITED STATES | 08/20/1999 | 09/378,143 | | | ABANDONED |
| <u>INTERFEROMETRIC MODULATION OF RADIATION</u> | | | | | |
| SOUTH KOREA | 10/09/1999 | 2000-7011227 | | | NAT PHASE |
| TAIWAN | 04/07/1999 | 88105551 | | | ABANDONED |
| TAIWAN | 04/07/1999 | 89113021 | TW165294 | 10/02/2002 | ISSUED |
| UNITED STATES | 04/08/1998 | 09/056,975 | 6,674,562 | 01/06/2004 | ISSUED |
| WIPO | 04/01/1999 | US99/07271 | | | PENDING |
| <u>PHOTONIC MEMS AND STRUCTURES</u> | | | | | |
| UNITED STATES | 10/05/1999 | 09/413,222 | | | PENDING |
| WIPO | 07/10/2001 | US01/41341 | | | PENDING |
| UNITED STATES | 11/13/2001 | 10/012,092 | 6,650,455 | | ISSUED |
| UNITED STATES | 08/19/2002 | 10/224,029 | | | PENDING |

| | | | |
|-------------|------------|-------------|---------|
| TAIWAN | 3/22/2002 | 91105559 | PENDING |
| JAPAN | 07/10/2001 | 2003-512759 | PENDING |
| SOUTH KOREA | 07/10/2002 | 2004-700433 | PENDING |

DIRECTLY LAMINATED TOUCH SENSITIVE SCREEN

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 06/05/2001 | 09/875,401 | PENDING |
|---------------|------------|------------|---------|

HERMETIC SEAL AND METHOD TO CREATE SAME

| | | | | | |
|---------------|------------|------------|-----------|------------|--------|
| UNITED STATES | 08/01/2001 | 09/921,196 | 6,589,615 | 07/08/2003 | ISSUED |
|---------------|------------|------------|-----------|------------|--------|

CONTROLLING MICRO-ELECTROMECHANICAL CAVITIES

| | | | | | |
|---------------|------------|------------|-----------|------------|--------|
| UNITED STATES | 02/12/2002 | 10/076,224 | 6,710,938 | 03/23/2004 | ISSUED |
|---------------|------------|------------|-----------|------------|--------|

A METHOD FOR FABRICATING A STRUCTURE FOR MICROELECTROMECHANICAL SYSTEMS (MEMS) DEVICE

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 02/12/2002 | 10/074,562 | ALLOWED |
| WIPO | 04/29/2002 | US02/13442 | PENDING |

MICROELECTROMECHANICAL SYSTEMS DEVICE AND METHOD FOR FABRICATING SAME

| | | | | | |
|---------------|------------|------------|-----------|------------|---------|
| UNITED STATES | 02/27/2002 | 10/084,893 | 6,574,033 | 06/03/2003 | ISSUED |
| WIPO | 04/29/2002 | US02/13462 | | | PENDING |

A DEVICE HAVING A LIGHT-ABSORBING MASK AND A METHOD FOR FABRICATING SAME

| | | | | | |
|---------------|------------|------------|-----------|------------|---------|
| UNITED STATES | 07/02/2002 | 10/190,400 | 6,741,177 | 05/25/2004 | ISSUED |
| WIPO | 06/27/2003 | US03/20433 | | | PENDING |

CONTROLLING ELECTROMECHANICAL BEHAVIOR OF STRUCTURES WITHIN A MICROELECTROMECHANICAL SYSTEMS DEVICE

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 09/18/2003 | 10/251,196 | PENDING |
| WIPO | 09/20/2002 | US03/30016 | PENDING |
| TAIWAN | 09/18/2003 | 92125860 | PENDING |

A METHOD FOR MANUFACTURING AN ARRAY OF INTERFEROMETRIC MODULATORS

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 04/15/2003 | 10/414,594 | PENDING |
|---------------|------------|------------|---------|

THIN FILM PRECURSOR STACK FOR MEMS MANUFACTURING

| | | | |
|---------------|------------|------------|-----------|
| UNITED STATES | 06/24/2003 | 10/606,001 | PENDING ← |
|---------------|------------|------------|-----------|

SEPARABLE MODULATOR

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 08/19/2003 | 10/644,312 | PENDING |
|---------------|------------|------------|---------|

AREA ARRAY MODULATION AND LEAD REDUCTION IN INTERFEROMETRIC MODULATOR ARRAYS

| | | | |
|---------------|------------|--|---------|
| UNITED STATES | 12/09/2003 | | PENDING |
|---------------|------------|--|---------|

METHOD TO CHANGE TEMPORAL RESPONSE OF IMODS

UNITED STATES 03/03/2004

PENDING

IMOD WITH INTEGRATED SHUNT RESISTOR NETWORK

UNITED STATES 02/03/2004

PENDING

INTEGRAL MODULATOR ILLUMINATION

UNITED STATES 03/04/2004

PENDING

MEMS DEVICES WITH UNRELEASED THIN FILM COMPONENTS

UNITED STATES 11/03/2003

PENDING

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